

## THIRD DIVISION

**[ A.M. NO. MTJ-04-1541, March 10, 2005 ]**

**SPOUSES JESUS V. JACINTO AND NENITA C. JACINTO,  
COMPLAINANTS, VS. JUDGE PLACIDO V. VALLARTA, MUNICIPAL  
TRIAL COURT OF GAPAN, NUEVA ECIJA, RESPONDENT.**

### DECISION

**PANGANIBAN, J.:**

Quiet dignity, self-restraint, civility and temperate language are expected of every judge. All members of the judiciary must strictly follow the ethical standards laid down by the Code of Judicial Conduct.

#### The Case and the Facts

This case originated from a Complaint<sup>[1]</sup> filed by Spouses Jesus V. Jacinto and Nenita C. Jacinto on March 22, 2002. Judge Placido B. Vallarta was charged therein with gross negligence, gross ignorance of the law, issuance of an unjust interlocutory order, and vulgar and unbecoming conduct. The Complaint alleges as follows:

"1. That on September 4, 2001, Judge Placido B. Vallarta issued an Order against us for a Writ of Replevin for our vehicle Isuzu Cargo Truck. The Order was in favor of a certain rich and influential spouses from Nueva Ecija, Mr. & Mrs. Gaudencio and Carina Magundayao, who sold the truck to us on September 13, 1999;

"2. That according to our knowledge and belief [a] Writ of Replevin should not have been ordered against us considering our agreements with spouses Magundayao stated in the 'Deed of Conditional Sale' legalizing the sale of the Isuzu Cargo Truck;

"3. That we [did] not violate any of the agreement[s] in the Deed of Conditional Sale. Nevertheless, it was us who [were] cheated and the right to own the truck was taken from us by spouses Magundayao, hence, we sent them a demand letter;

"4. That after the Sheriff recovered the truck from our possession on September 7, 2001, we immediately went to the Office of Judge Vallarta to settle the problem amicably. We stooped down and pleaded for help. However, we were dismayed by the attitude shown by Judge Vallarta and the words from him [were] so surprising that we [did] not expect to hear from a public servant and from a Judge for that matter. Instead of giving sound advice to our case, Judge Vallarta acted otherwise and was totally rude towards us. For whatever reason he dealt with us in an ill-

mannered way that even resulted for my fainting in the Office of the MTC-Gapan, because he at that time was asking him, if possible I will deposit the money to the Court, representing our payments to spouses Magundayao however, Judge Vallarta sarcastically uttered the following words: **'Wala akong pakialam diyan sa pera ninyo kung gusto ninyo hanapin ninyo ang inyong kalaban'**, I answered him **'Wala po kasi ang aming kalaban (Magundayao) nagpunta daw po sa abroad'** and he replied **'Eh, wala pala edi hanapin ninyo, sino ang gusto ninyong maghanap ako at saka hindi pumapasok sa isip ko yang mga sinasabi mo** (pointing his forehead) **humanap ka ng abogado mo na makatutulong sa iyo, dagdag ka pa sa problema ko'**.

"5. That because of the injustice shown to us by Judge Vallarta we cannot help but to think that due to the money and influence by spouses Magundayao the Order of Writ of Replevin was issued wrongly. He issued the Writ of Replevin without clearance from the Supreme Court. We say this so because upon our thorough examination of the complaint and the attachment thereof we found out that the certification from the Supreme Court issued in favor of the Utility Assurance Corporation, prove a defective replevin bond;

"6. That because of [the] inconsiderate attitude of Judge Vallarta, given our limited resources, we were left with no other choice but to hire the service of a legal counsel. And on September 12, 2001[,], our Counsel filed an 'Urgent Motion to Quash Writ of Replevin' and a hearing was set on September 18, 2001. Unfortunately, both the Plaintiff Magundayao and their Counsel failed to appear on the said hearing.

"7. That on September 19, we went to Supreme Court and found out that Utility Assurance Corporation, bonding company that issued Replevin Bond was not authorized to do business at the Municipal Trial Court (MTC) of Gapan. A certification dated September 19, 2001 from the Supreme Court was issued to us;

"8. That on September 23, 2001 hearing for Motion to Quash was set for the second time. But then again Counsel for the Plaintiff (Magundayao) did not appear in Court and so they ask for postponement;

"9. That on October 9, 2001 third setting for the Motion To Quash, we (Defendant) submitted additional defense exhibits. For the third time counsel for the Plaintiff did not appear in court Judge Vallarta asked the Plaintiff why their counsel [was] not present for the third time. Without too much effort from their side Plaintiff bl[u]ntly responded, 'Ewan ko po';

"10. That on October 23, 2001[, the] fourth setting of hearing for Motion to Quash, Judge Vallarta gave another chance to the Plaintiff (Magundayao) to answer all our defense exhibits. And the Plaintiff asked for repeated postponement and [the] hearing was reset to November 6, 2001;

"11. That on November 6, 2001, surprisingly we were called inside the Chamber of Judge Vallarta by a certain retired Judge Jose E. Belen (MTC-GAPAN) and was asked by him to settle the case between the Plaintiff and Defendant outside the court and tried to convince us not to question the clearance of Utility Assurance Corp. But the settlement did not materialize because of the demands of the Plaintiff which we believe too much for them to ask;

"12. That on November 6, 2001, after failed attempt for settlement Judge Vallarta advi[sed] the Plaintiff to withdraw the Writ of Replevin because the defect of the Replevin Bond was not cured. And our counsel withdraw the Motion to Quash as was advi[sed] by Judge Vallarta;

"13. That on November 7, 2001, our counsel filed an Ex-Parte Motion to Release Motor Vehicle. On the same date, much as he would not want it to do, Judge Vallarta ordered the release of [the] motor vehicle. But before he signed the Order for the release[,] he confronted us and uttered the following in verbatim, **'O ngayong alam ninyo na mali ang aking ginawa hindi ninyo ako idemanda. Idemanda ninyo ako ng makita ninyo ang inyong hinahanap.'** We cannot believe that those words came from a Judge;

"14. That on November 8, 2001, the Plaintiff filed for another Replevin Bond dated November 5, 2001 for the second time, through the Pacific Insurance Company. But still this bonding insurance company was not authorized by the Supreme Court to do business with the Municipal Trial Court of Gapan;

"15. That on November 9, 2001, the Plaintiff filed Motion for Reconsideration dated November 8, 2001 without proof of service considering that it was only a mere scrap of paper;

"16. That on November 20, 2001, at the hearing for [the] Motion for Reconsideration, counsel for the Defendant raised [a] question regarding the proof of service for that motion. On the instant[,] Carina Magundayao presented a fake proof of service. But Judge Vallarta accepted or tolerated the proof of service as presented by Carina Magundayao and disregard counsel for the defendants questioning. He even instructed our counsel to just receive the motion on the date of the hearing and required [him] to answer it within 5 days. Then a hearing was set on November 27, 2001. Counsel for the Plaintiff [did] not appear in court;

"17. That on November 26, 2001, we went to Supreme Court and found out for the second time the defect of the second Replevin Bond. Another certification was issued upon our request. On the same date we were able to file our Opposition/Comment for the Motion for Reconsideration;

"18. That on November 27, 2001 hearing for Motion for Reconsideration and we (defendant) through our counsel presented another certification from the Supreme Court, Judge Vallarta made an Order, that both the Motion for Reconsideration and our Opposition/Comment be submitted

for Resolution. Counsel for the Plaintiff again [was] not in Court;

"19. Surprisingly on December 21, 2001, Sheriff Ernesto Mendoza went to our house purposely to replevin the subject motor vehicle. Because we are law abiding citizen, after our consultation with our lawyer on the following day, we voluntarily surrender[ed] the vehicle to Sheriff Mendoza and to the Clerk of Court Atty. Herminigildo M. Linsangan;

"20. As much as we would like to go to the Municipal Trial Court of Gapan (MTC-Gapan) immediately after the truck was recovered from us to verify how the Writ of Replevin was again issued despite the pending incident, we [could] not do so because on [the] days following December 21, 2001 until January 1, 2002 the Court [was on] vacation. To our great dismay and mortification, Judge Vallarta did not resolve said Motion for Reconsideration and our Opposition/Comment to Plaintiff's Motion for Reconsideration, an unsigned Order dated November 27, 2001 can attest to that. We were able to secure a certified true copy of the said unsigned Order from the Clerk of Court, MTC-Gapan on January 2, 2002. Despite all these he still issued an Order dated December 21, 2001 approving the new clearance.

"21. That in view of said anomalies we discovered, our counsel file[d an] Urgent Motion For Reconsideration With Motion to Quash Writ of Replevin dated January 3, 2001;

"22. That on January 15, 2002[,], the date of hearing for Urgent Motion for Reconsideration With Motion To Quash Writ of Replevin, Judge Vallarta failed to appear in his sala;

"23. That on February 12, 2002, Judge Vallarta advi[sed] us to enter into [an] amicable settlement, hence we ask[ed] for the postponement of the case to file the appropriate compromise agreement. Judge Vallarta instructed our counsel to withdraw our Urgent Motion For Reconsideration With Motion to Quash Writ of Replevin;

"24. However, we failed to settle the case amicably because the Plaintiff reneged the previous commitment they made while we were inside the chamber of Judge Vallarta;

"25. That because of said development and in fact our Isuzu Cargo Truck has been deteriorating and its some accessories [were] missing one by one[,], we were constrained to file our Counter Replevin Bond to release the said truck on February 27, 2002;

"26. That on March 1, 2002, we filed our Motion To Release Motor Vehicle in lieu of the said Counter Replevin Bond and it was brought out to the attention of Judge Vallarta;

"27. That on March 5, 2002, we went to Cabiao, Nueva Ecija and show[ed] him our Counter Replevin Bond as well as the Motion of our counsel. However, he responded to us indifferently and uttered the following statement, '**O ano ang kailangan ninyo?**'. We amiably